

NORTHERN New Mexico College



Contract for Rental of College Facilities

Northern New Mexico College hereby leases to the Organization(s) indicated below the college facilities under the conditions set forth in this contract.

Organization Name: Bilingual Strategies

Name of Event: Spanish Language Immersion Program

Date of Event: January 12 - June 30, 2014 Time(s): 24/7

Estimated number to attend: 15

- ☐ Private Organization
☐ Public Schools
☐ Public Agency

- ☐ Internal
☐ Non-profit Organization

Will you need catering services? Yes ☐ No ☐

Do you intend to charge an admission fee? Yes ☐ No ☐

If yes, a gross receipt must be collected and submitted to state tax agency by the organization/sponsor.

Contact person(s): María Dolores Gonzales, PhD Phone: 505-238-2466

Address: PO Box 40175, Albuquerque, NM 87196

Please check below

Espanola Campus

- ☐ Cafeteria (Student Center)
☐ Rotunda
☐ Eagle Memorial Sportsplex (Gym)
☐ Center for the Arts (Theater)
☐ Classroom(s)

El Rito Campus

- ☒ Grant Gymnasium
☒ Old Gymnasium
☒ Cutting Hall
☒ Boardroom
☒ Classroom(s)

Accepted by: [Signature]
Organization/Sponsor

10-21-2013
Date

Approved by: [Signature]
NNMC President

10/29/13
Date

Rental Agreement

1. Upon acceptance of the written agreement for facilities use, the requesting entity **shall submit a security/damage deposit equal to 10 percent of the total rental fee unless as in this case, waived by the college.** This amount will be credited to the amount due the College unless it is used to compensate the College for expenses incurred in the recovering damages or extraordinary costs associated with facility rental. Facilities are rented subject to availability.
2. No outside food or beverages of any kind will be permitted to be brought unto campus grounds by the outside organization. Alcoholic beverages are not permitted on NNMC campus, smoking is not permitted in the classrooms, auditoriums, and gymnasiums. Decorations must meet with the approval of the Espanola Fire Department Code and the College. All decorations and props furnished by the organization must be removed within 24 hours of the final performance/event.
3. The organization, its guests and invitees shall not be permitted on stage or backstage in the auditorium in the Center for the Arts and Cutting Hall, except performers and technical staff.
4. Performance of this agreement is contingent upon the ability of the College to complete the same, and is subject to labor troubles, disputes or strikes, accidents, government (federal, state or municipal) requisitions, restrictions upon travel, transportation, food and beverages, or supplies and other causes whether enumerated herein or not beyond control of the College preventing or interfering with performance of this agreement. In no event shall the college be liable for loss of profit or other similar or dissimilar collateral or consequential damages whether based on breach or contract, warranty, or otherwise.
5. The organization undertakes to conduct the event in an orderly manner, in full compliance with applicable laws, regulations and College rules. The organization assumes full responsibility for the conduct of all guests in attendance and for any damage done to any part of the College's premises during any time such premises are under the control of the organization or the organizations guests, employees, or independent contractors employed by the organization. The organization hereby indemnifies and holds harmless the college against any and all claims, liabilities or costs (including reasonable attorney's fees whether be it reason of personal injury or death or property damage or otherwise) arising out of or connected with the function or event of this agreement caused, connected or contributed to be the negligence of the organization or any guests or agent of the organization or any

independent contractor hired to be the sponsor. Upon the request of the College, the sponsor/organization shall procure and maintain at its expense, policies of insurance in such amounts as established by the New Mexico Tort Claims Act upon such terms and with such responsible insurance companies as shall be satisfactory to the college, including comprehensive general liability coverage (with specific endorsements acknowledging the insuring of the contractual abilities assumed be the Organization upon this section) and such worker's compensation, employer's liability and automobile liability coverage as may be required by the College. Certificates of the insurance of each such policy shall be delivered to the college at least three (3) days prior to the event. Each such policy shall name the Northern New Mexico College as additional insured.

6. An organization renting the auditorium or gymnasium shall provide ushers and all sponsors shall assist with parking lot security.
7. The seating capacity in the auditoriums at the Espanola is 352 and El Rito Campus is 150. The seating capacity in Grant Gymnasium, El Rito is 500. In the Espanola Gymnasium the seating capacity is 1,850. The number of people (sitting or standing) shall not exceed the aforementioned seating capacity limitation; further, all tickets must bear on their face the name of the location of the event, and with respect to all events open to the public for which an admission is charged, the first thirty (30) numbered tickets must be stamped "Complimentary" and delivered to the College for its use at least five (5) days prior to the event.
8. Each event will be required to have at least one bonded security guard employed by the sponsoring organization, as in this case waived by the college.
9. The college will not assume any responsibility for damage or loss of any merchandise or articles left at the college prior to, during, or following the function/event.

Bilingual Strategies, Spanish Immersion Program Description

Bilingual Strategies is a professional language institute that offers Spanish language immersion classes and cultural competency training for skilled professionals. Classes are tailored to a variety of industries and provide training and language immersion in New Mexico, a state rich in cultural heritage, enchanted history and outdoor adventures.

The Spanish Language Immersion program is designed for professionals with specific language needs – literacy and oral proficiency.

A series of one-week long immersion classes (Sunday through Sunday) **will be held beginning January 12, 2014 through June 30, 2014.** The classes will be context-specific for:

- Health Care providers -- Nurses, Nurse Practitioner, Physician's Assistants, Hospital employees
- Mediators - health mediation, court mediation, land dispute mediation
- Business – Retail, Industry
- Government, State and County employees
- Educators, Administrators, Principals, Teachers
- Community Development Organizers

Each one-week session will include 15 participants. The class format includes, two-hour classes, three times a day, with a different instructor each class. Evening sessions will include Natural Language use activities.

Pre-registration interviews will be required of language immersion participants in order to establish their linguistic skills and needs.

Location

Bilingual Strategies Language Institute will contract with Northern New Mexico College, El Rito Campus, to accommodate Spanish Language Immersion Program.

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|---------------------|--|
| ○ Dorms | 20 rooms with private baths |
| ○ Meals | Three times a day, 6.5 days |
| ○ Campus facilities | Classrooms, computer lab, and auditorium |
| ○ Insurance | Legal requirements |
| ○ Vans | Field trips (if available, tbd) |
| ○ Kitchenettes | For class activities |

Natural language use activities will be held outside of classrooms in the evenings. Access to classroom facilities including classrooms, computer lab, dormitories, kitchenettes, dining hall (not kitchen), weaving and colonial workshops, etc., is granted upon meeting certain requirements including safety officer, availability, etc. Access to Vans would include an additional fee and requirement of NNMC Defensive Driving Certificate.

Curriculum

Bilingual Strategies Language Immersion Program is unique in that it offers an opportunity to immerse oneself for seven days in a relaxed environment with other participants creating small language learning communities. Rather than use the traditional classroom format and academic textbooks, this program utilizes the natural communicative approach to language learning, in other words, learning Spanish like we learned a first language. This methodology makes the language experience more satisfying and less daunting.

Being immersed 24/7, listening and speaking in natural language use activities (daily living), interacting with other participants in class activities directed in Spanish, Acequia System, agriculture and sustainability, cooking, listening to or creating music, discussing films and literature, reinforces the participant's motivation and amplifies their knowledge and language proficiency.

Cultural competency awareness will be integrated into class discussions, topics such as; language variations of Spanish spoken throughout the Spanish-speaking world, cultural values and traditions, cultural nuances, and stereotypes.

1. Compensation:

The contractor will not be compensated by NNMC. Instead, this contract will be used as an official agreement and "rent and use of facilities" in which the contractor will rent the facility to complete all work assignments and services listed in the Scope/Description of Work section.

The Contractor will pay NNMC- El Rito Campus the following:

Base: \$70.00/day per student (\$45.00 for room, and \$25.00 for meals)

Additional fees: \$5.00/student fee unless waived by the college

\$20.00/transportation fee (if transportation is desired)

For a base of \$75.00 up to a total of \$100.00 per student (to utilize the campus and above-mentioned facilities).

Payment of associated fees should be mailed to: 921 Paseo de Oñate, Espanola, NM 87532.

Any further inquiries or requests can be made directly to the El Rito Campus Director at:
Phone 575-581-4145, E-mail: mvelasqu@nnmc.edu or in writing to the following address:
PO Box 160
El Rito, NM 87530

2. Term: Bilingual Strategies will provide a written notice one week prior to the cancellation of the Language Immersion Sessions beginning **January 12 thru 18, 2014**). **Notification will be sent to Northern New Mexico College, El Rito Campus Director Melissa Velásquez, one week prior to the January and February sessions, thereafter a thirty day notice will be sent if the minimum number of participants required is not met.** This agreement shall become effective the date it is fully executed with the signature by Northern's President. The agreement shall end on June 30, 2014 or upon termination.

4. Termination:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Release:

The Contractor, upon final payment of the amount due under this Agreement, releases Northern, its officers, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind Northern to any obligation not assumed herein by Northern, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.

6. Notice:

The Procurement Code, Sections 13-1-190 through 13-1-199, NMSA, 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

7. Equal Opportunity Compliance:

The Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the governor of the State of New Mexico. The Contractor agrees to assure that no person in the United States shall, be excluded from employment on the basis of sexual preference, age, handicap, race, religion, color, national origin, ancestry, sex or medical condition, or participation within, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements

during the life of the Agreement, Contractor agrees to take appropriate steps to correct deficiencies.

8. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

CONTRACTOR:

By: [Signature] 9-12-13
Contractor Date

Address: P.O. Box 40175 ALBUQ. NM 87196

Social Security Number: 585-18-1913 Contractor ID Number: _____

Federal ID Number: _____ CRS# _____ DOB: _____
(If tax exempt is required)

Phone Number: 505-247-8646 hm Fax Number: _____
505-238-2466 cell

NORTHERN NEW MEXICO COLLEGE:

REQUESTED BY: Brandi Cordova 9/12/13
Date

ACCOUNT NO.: 11000-3751-58088-201 (Rev)

APPROVED BY: [Signature] 9/27/13
VP For Fin. & Admin. Date

BUDGET CHECK: _____
Date

APPROVED BY: [Signature] _____
President Date